

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
CORPUS CHRISTI DIVISION**

SIGNET MARITIME CORPORATION

Plaintiff,

V.

CIVIL ACTION NO. 2:15-cv-0053

**LLOG EXPLORATION COMPANY,
L.L.C., LLOG EXPLORATION
OFFSHORE, L.L.C., LLOG
EXPLORATION & PRODUCTION
COMPANY, L.L.C., LLOG
EXPLORATION TEXAS, L.P., AND
LLOG BLUEWATER HOLDINGS,
L.L.C.**

Defendants.

SIGNET MARITIME CORPORATION'S ORIGINAL COMPLAINT

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, PLAINTIFF, SIGNET MARITIME CORPORATION (hereinafter “SIGNET”) and files this Original Complaint against LLOG EXPLORATION COMPANY, L.L.C., LLOG EXPLORATION OFFSHORE, L.L.C., LLOG EXPLORATION & PRODUCTION COMPANY, L.L.C., LLOG EXPLORATION TEXAS, L.P., AND LLOG BLUEWATER HOLDINGS, L.L.C. (hereinafter collectively the “LLOG Defendants”) respectfully showing as follows:

I. PARTIES

1.1 Plaintiff SIGNET MARITIME CORPORATION is a corporation organized under the laws of Delaware with its principal place of business located in Harris County, Texas.

1.2 Defendant LLOG EXPLORATION COMPANY, L.L.C. is a limited liability company organized under the laws of Louisiana. LLOG EXPLORATION COMPANY, L.L.C. engages in business in the state of Texas and the action made the basis of this suit arises from

this business, which occurred in Texas. LLOG Exploration Company, L.L.C. may be served with process in this cause through its registered agent for service in Texas, John Doughtie, 11700 Old Katy Rd., Ste. 295, Houston, Texas, 77079.

1.3 Defendant LLOG EXPLORATION OFFSHORE, L.L.C., is a Limited Liability Company organized under the laws of Louisiana. LLOG EXPLORATION OFFSHORE, L.L.C. engages in business in the state of Texas and the action made the basis of this suit arises from this business, which occurred in Texas. LLOG EXPLORATION OFFSHORE, L.L.C. may be served with process in this cause through its registered agent for service in Texas, John Doughtie, 11700 Old Katy Rd., Ste. 295, Houston, Texas, 77079.

1.4 Defendant, LLOG EXPLORATION TEXAS, L.P., is a limited partnership organized under the laws of the State of Texas that engages in business in the State of Texas. The action made the basis of this suit arises from this business, which occurred in Texas. LLOG EXPLORATION TEXAS, L.P., may be served with process through its registered agent for service in Texas, John Doughtie, 11700 Old Katy Rd., Ste. 295, Houston, Texas, 77079.

1.5 Defendant, LLOG EXPLORATION & PRODUCTION COMPANY, L.L.C., is a limited liability company organized under the laws of Louisiana, with its home office and/or principal place of business located at 1001 Ochsner Boulevard, Suite 200, Covington, Louisiana, 70433. LLOG EXPLORATION & PRODUCTION COMPANY, L.L.C. engages in business in the state of Texas, but has not designated or maintained a resident agent for service of process. The action made the basis of this suit arises from the business LLOG EXPLORATION & PRODUCTION COMPANY, L.L.C. conducts in the State of Texas. LLOG EXPLORATION & PRODUCTION COMPANY, L.L.C. may be served through the Texas Secretary of State.

1.6 Defendant, LLOG BLUEWATER HOLDINGS, L.L.C., is a limited liability company organized under the laws of Delaware, with its home office and/or principal place of business located at 1001 Ochsner Boulevard, Suite 200, Covington, Louisiana, 70433. LLOG BLUEWATER HOLDINGS, L.L.C. engages in business in the state of Texas, but has not designated or maintained a resident agent for service of process. The action made the basis of this suit arises from the business LLOG BLUEWATER HOLDINGS, L.L.C. conducts in the State of Texas. LLOG BLUEWATER HOLDINGS, L.L.C. may be served through the Texas Secretary of State.

II. JURISDICTION

2.1 This case falls within the diversity and maritime jurisdiction of this Court. 28 U.S.C. §§ 1332 and 1333. The amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

III. VENUE

3.1 Venue is proper in this Court pursuant to 28 U.S.C. § 1391(a)(2) because a substantial part of the events or omissions giving rise to this cause of action occurred in this judicial district. Alternatively, venue is proper in this Court because the Defendants can be properly served in this district. *See, e.g.*, FED. R. CIV. P. 82; TEX. CIV. PRAC. & REM. CODE § 17.042; TEX. CIV. PRAC. & REM. CODE § 17.044.

IV. CAUSE OF ACTION

4.1 This is a suit for breach of a contractual agreement between Signet and the LLOG Defendants under which Signet was to provide tugs boats in connection with efforts to tow the LLOG Defendants' Delta House Floating Production System from Kiewit's facility in Ingleside, Texas to the Aransas Pass, Texas, sea buoys (hereafter the "Contract").

4.2 On July 15, 2014, the LLOG Defendants instructed Signet that “all tow related activities need to be ready for August 4th.” However, the LLOG Defendants subsequently delayed the tow until September 14, 2014. These actions triggered the LLOG Defendants’ contractual obligations to pay delay payments to Signet. Calculated based on the “Standby” rate set forth in the Contract, these delay payments total \$3,322,368. The LLOG Defendants breached their obligations under the Contract by failing to pay Signet this sum.

V. DAMAGES

5.1 As a result of this breach of contract, Signet has sustained monetary damages as set forth above and seeks recovery of same. In addition, the Contract provides for the payment of reasonable attorneys’ fees and court costs to the prevailing party in any action or proceeding brought to enforce rights under the Contract. Signet therefore also seeks recovery of its reasonable attorneys’ fees and court costs incurred in enforcing its contractual rights in this suit as well as in the declaratory judgment action brought by LLOG EXPLORATION COMPANY, L.L.C. in the United States District Court, Eastern District of Louisiana, bearing cause number 2:14-02791-SM-DEK, and styled LLOG EXPLORATION COMPANY, L.L.C. v. SIGNET MARITIME CORPORATION, INC.

VI. CONDITIONS PRECEDENT

6.1 Signet has given the LLOG Defendants all notices required under the Contract and has made demand upon the LLOG Defendants for payment of amounts due to it under the Contract, but said demands have not been honored. Signet has satisfied all necessary conditions precedent prior to bringing this suit.

VII. JURY DEMAND

7.1 Signet demands a jury trial.

VIII. PRAYER

8.1 WHEREFORE, PREMISES CONSIDERED, Plaintiff SIGNET MARITIME CORPORATION respectfully prays that Defendants LLOG EXPLORATION COMPANY, L.L.C., LLOG EXPLORATION OFFSHORE, L.L.C., LLOG EXPLORATION & PRODUCTION COMPANY, L.L.C., LLOG EXPLORATION TEXAS, L.P., AND LLOG BLUEWATER HOLDINGS, L.L.C. be served with copy of this Complaint, that they be cited to appear and answer in this cause, and that SIGNET MARITIME CORPORATION be awarded judgment over and against the Defendants LLOG EXPLORATION COMPANY, L.L.C., LLOG EXPLORATION OFFSHORE, L.L.C., LLOG EXPLORATION & PRODUCTION COMPANY, L.L.C., LLOG EXPLORATION TEXAS, L.P., AND LLOG BLUEWATER HOLDINGS, L.L.C. for the full amount of its damages, including pre-judgment and post-judgment interest, and that it be awarded its reasonable and necessary attorneys' fees and expenses, including court costs, and that it be awarded all other such relief, in equity, in law, in admiralty, or otherwise, to which it may show itself to be justly entitled.

Respectfully submitted,

/s/ Christopher Lowrance

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